

The transfer to the favored creditor, to be void, must be made with a view, and under an expectation, of taking the benefit of the insolvent laws, and also with an intent thereby to give him an undue and improper preference. Both intents must be found to exist, or the transfer will not be disturbed. *Hickley vs. Farmers and Merchants' Bank*, 5 Gill & Johns., 377; *Crawford & Sellman vs. Taylor*, 6 Gill & Johns., 323. It is true, the intent may be deduced, as in other cases, from facts and circumstances; but the facts and circumstances must be such as by fair inference, will bring the mind to the conclusion, that the unlawful intent existed. *Dulaney vs. Hoffman*, 7 Gill & Johns., 170. In this case the transfer was made in the spring of the year 1845, and the application for the benefit of the insolvent laws was not made until August, 1847, more than two years afterwards, and Edwards, the petitioner, expressly denies, in his answer, the charge in the bill, that he did, at the time, intend to take the benefit of the acts. The argument for the complainants is, that he only delayed making his application until the pressure of his creditors should render it necessary for him to do so, and that until then he had no motive sufficiently urgent to induce him to the measure.

It strikes me, however, as far more probable, that if he had made up his mind and did intend to take shelter under the insolvent laws from the claims of his creditors, at the time of the assignment, he would have done so soon thereafter, that he might rid himself at once of his responsibilities, and recommence his business. It cannot, I think, be reasonably supposed, that he delayed his application, for two years, merely to throw around the assignment to Dilley the protection which time might give it. But looking to the ground taken in the answer, and the other circumstances attending the transaction, the more reasonable presumption appears to me to be, that with the aid of Dilley, who is his father-in-law, and the property and means still in his hands, he expected to make such an arrangement of his business, as would enable him to go on with it. This case, in its essential features, bears little or no resemblance to the case of *Dulaney and Hoffman*, in which the